

A PROFESSIONAL LAW CORPORATION
SUITE 200
10324 BALBOA BOULEVARD
GRANADA HILLS, CALIFORNIA 91344
TELEPHONE 368-0399

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ORIGINAL FILED
JUL 14 1986
COUNTY CLERK

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 PEOPLE OF THE STATE OF CALIFORNIA;)
PETER C. RANK, Director of the)
12 Department of Health Services,)
State of California,)
13 Plaintiffs,)
14 vs.)
15 FRANK J. STANKEVICH, SR.,)
16 individually, as trustee of, and)
doing business as General Disposal)
17 Company, et al.,)
18 Defendants.)

Case No. C365979

STIPULATION FOR
DISMISSAL AND MUTUAL
RELEASE

19
20 IT IS HEREBY STIPULATED AND AGREED by and between
21 Plaintiffs, State of California and KENNETH W. KIZER, as Director
22 of the Department of Health Services (hereinafter collectively
23 referred to as the "State"); and Defendants BILL G. BOYER, JUDY
24 BOYER and MARATHON CARTAGE, (hereinafter collectively referred to
25 as the "Settling Defendants" unless individually referenced)
26 through their respective attorneys of record as follows:

27 RECITALS

28 1. The original complaint in this action was filed on May

1 4, 1981, and the parties to this agreement are desirous of
2 resolving the litigation between them.

3 2. The action herein involves the condition of property
4 commonly known as 12605 Marquardt Avenue, City of Santa Fe
5 Springs, County of Los Angeles, State of California (hereinafter
6 referred to as the "Property") and described as follows:

7 That portion of the North half of the Northeast quarter
8 of the Northwest quarter of Section 16, Township 3
9 South, Range 11 West, Rancho Los Coyotes, in the City of
10 Santa Fe Springs, County of Los Angeles, State of
11 California, as shown on Map made by Charles T. Healey,
12 recorded in Book 41819 Pages 141 et seq., of Official
13 Records, in the office of the County Recorder of said
14 County, bounded Easterly by the Westerly line of the
15 Easterly 15.00 feet of said Northwest quarter; bounded
16 Southerly by the Southerly line of said North half;
17 bounded Northwesterly by the Southeasterly line of the
18 land designated as Parcel No. 125 in Final Decree of
19 Condemnation, entered in Los Angeles County Superior
20 Court Case No. 703091, a certified copy of which was
21 recorded on March 11, 1959 as Instrument No. 3540 in
22 Book D 394 Page 782 of said Official Records and bounded
23 Northerly by the Southerly line and its Westerly
24 prolongation of the land designated as Parcel 312 in
25 Final Decree of Condemnation entered in Los Angeles
26 County Superior Court Case No. 709354 a certified copy
27 of which was recorded on March 11, 1959 as Instrument
28 No. 3532 in Book D 394 Page 733 of Official Records of

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1 said County.

2 3. JUDY and BILL G. BOYER are the sole shareholders of
3 MARATHON CARTAGE, a California Corporation. BILL G. BOYER at the
4 time of the execution of this Stipulation for Dismissal and
5 Mutual Release (hereinafter "Stipulation") is the president of
6 MARATHON CARGAGE. MARATHON CARTAGE is the owner of the Property and
7 grantor of the Easement and Covenant attached hereto as Exhibit "A".

8 4. MARATHON CARTAGE is desirous of developing the
9 Property. In conjunction with this development, test samples
10 were taken by an independent soils expert. The parties have
11 determined by samples and analytical records that the soil is not
12 hazardous waste pursuant to the regulations for regulating
13 hazardous waste streams. (Title 22, Cal. Admin. Code, Ch. 30,
14 Art. 11).

15 5. The State contends that these Settling Defendants herein
16 named among others, are responsible for the condition of the
17 Property as alleged in the First Amended Complaint. These
18 Settling Defendants dispute the State's contention.

19 6. The State has expended funds in the investigation and
20 monitoring of hazardous conditions on the Property.

21 7. The United States Government, prior to this settlement,
22 took action to mitigate the alleged hazardous conditions of the
23 property.

24 8. This is a Compromise Settlement and Mutual Release
25 wherein the parties extinguish their mutual claims and rights
26 against the other.

27 THEREFORE, the Settling Defendants and the State do hereby
28 agree and stipulate as follows:

STIPULATION

1
2 1. BILL G. BOYER on behalf of MARATHON CARTAGE shall
3 execute and have recorded in the County Recorder's office within
4 sixty (60) days of the signing of this Stipulation, an easement
5 (hereinafter "Easement and Covenant") granting to the
6 California Department of Health Services an easement concerning
7 the present and future uses of the Property. A copy of said
8 Easement and Covenant is attached as Exhibit "A" and is
9 incorporated herein. The Settling Defendants waive whatever
10 rights, if any, they have under Article 11 of Chapter 6.5 of
11 Division 20 of the Health and Safety Code (commencing at Section
12 25220). Evidence of such recording will be submitted to the
13 State within thirty days of such recording.

14 2. This Stipulation is not and shall not be interpreted to
15 be a permit, or a modification of an existing permit, under the
16 Porter-Cologne Act (Water Code, §§13000 et seq.) or the Hazardous
17 Waste Control Act (Health & Saf. Code, §§ 25100 et seq.), nor
18 shall it in any way relieve the Settling Defendants of
19 obligations imposed by these acts or any permit issued
20 thereunder, nor shall it in any way relieve the Settling
21 Defendants of obligations to comply with any other state or
22 federal law in any way related to the substance of this
23 Stipulation.

24 3. Compliance with the provisions of this Stipulation shall
25 be considered a defense to any action which the State may
26 hereinafter bring against the Settling Defendants herein, which
27 arises out of chemicals or other substances which were on the
28 Property as of the date of signing this Stipulation but which

1 migrated or were discharged from the Property subsequent to the
2 signing of this Stipulation, except for the following:

3 Actions for injunctive relief, civil penalties, or other
4 legal claims grounded upon statutes, regulations or permits which
5 became effective subsequent to the date of entry of this
6 Stipulation, provided that if the Settling Defendants notify the
7 Court that enforcement of any such statute, regulation, or permit
8 requires it to take any action which the Settling Defendants
9 claim is inconsistent with any term or condition of this
10 Stipulation, the Settling Defendants shall not be required to
11 implement any such action pending resolution by this Court of any
12 such issue. Nothing in this paragraph, however, shall be deemed
13 to constitute a waiver of any right or authority the State may
14 have to bring any action in response to a discharge of chemicals
15 or other substances from the Property.

16 4. This Stipulation shall apply to and be binding upon
17 these parties, and upon their officers, agents, successors and
18 assignees.

19 5. The parties hereby forever discharge each other and each
20 of their associates, stockholders, owners, agents, directors,
21 officers, partners, employees, representatives, lawyers, and all
22 persons acting by, through, under or in concert with them, or any
23 of them, of and from any and all manner of action or actions,
24 cause or causes of action whether in law or in equity, suits,
25 debits, liens, contracts, agreements, promises, liabilities,
26 claims, demands, damages, loss, cost or expense, of any kind or
27 nature whatsoever, known or unknown, fixed or contingent
28 (hereinafter called "Claims"), that the parties now have or may

1 hereinafter have by reason of any matter, causes, or things
2 whatsoever arising from (a) the presence or storage of any and
3 all materials or substances, on the Property as of the date of
4 signing this Stipulation, and (b) condition of the Property at
5 the time title passed to MARATHON CARTAGE. Without limiting the
6 generality of the foregoing, this release covers and fully
7 discharges any Claim asserted in any suit or action filed or that
8 could have been filed in any court by the State.

9 6. The parties further waive any and all rights they may
10 have under the provisions of section 1542 of the Civil Code of
11 California which reads as follows:

12 "A general release does not extend to claims which
13 the creditor does not know or suspect to exist in his
14 favor at the time of executing the release, which if
15 known by him must have materially affected his
16 settlement with debtor."

17 The parties further declare that they understand the full nature,
18 extent and importance of Section 1542 of the Civil Code of
19 California, and that their attorneys, whose names appear at the
20 end of this Stipulation have explained to them all of the legal
21 effects of that code section and of this entire Stipulation. The
22 parties also declare that they know that they may have serious
23 injuries or Claims they know nothing about and that, they
24 understand that this Stipulation would not be entered into if it
25 did not cover injuries or Claims and their results which may not
26 yet have manifested themselves or may be unknown to or not
27 anticipated by the parties at the present time and any damages
28 resulting therefrom.

1 7. Without limiting the generality of the foregoing, the
2 parties acknowledge that this Stipulation constitutes a waiver or
3 discharge of all future Claims as well as all present claims on
4 account of the matters herein set forth, both on their own
5 account and on account of their dependents, heirs, executors,
6 administrators and assigns, including all past, present and
7 future Claims arising or resulting in any way from storage or
8 presence of materials on the Property as of the date of signing
9 this Stipulation and from the condition of the Property at the
10 time that title passed to MARATHON CARTAGE, regardless of whether
11 the parties do or do not presently anticipate such occurrences or
12 conditions and of whether such occurrences or conditions also
13 result in part from any traumatic injury hereafter.

14 8. Without limiting the generality of the foregoing, the
15 parties represent and warrant that there has been no assignment
16 or other transfer of any interest in any claim which they may
17 have against each other, other than as may exist in the
18 "Stipulation for Entry of Order," executed by the State and
19 Inmont and filed on September 9, 1982, and the parties agree to
20 indemnify and hold each other harmless from any liability,
21 claims, demands, costs, expenses and attorneys' fees incurred as
22 a result of any person other than Inmont, asserting any such
23 assignment or transfer.

24 9. Without limiting the generality of the foregoing, the
25 parties agree that if they, hereafter commence, join in, or in
26 any manner seek relief through any suit arising out of, based
27 upon, or relating to any of the Claims released hereunder or in
28 any manner seek relief through any suit arising out of, based

1 upon, or relating to any of the Claims released hereunder or in
2 any manner assert any of the Claims released hereunder or arising
3 out of or related thereto, against any party, then the party
4 asserting such claim will pay in addition to any other damages
5 caused thereby, all attorneys' fees incurred in defending or
6 otherwise responding to said suit or Claim.

7 10. MARATHON CARTAGE agrees:

8 (A) To maintain a clay barrier of at least six (6)
9 inches in thickness which has been certified by a registered,
10 professional engineer as having a permeability of 10^{-7} cm/seconds,
11 less, or a barrier of equivalent permeability, and an asphalt or
12 concrete topping on all of the Property covered under Exhibit
13 "A," Attachments (5) and (6).

14 (B) To take any soil, including soil removed from
15 the designated area (Exhibit "A" Attachments (1) and (2))
16 to a Class II or Class III dump as those terms are currently
17 defined, and maintain trip tickets for soil that is
18 removed.

19 (C) To take the following excavation precautions
20 during the presently anticipated development:

21 (i) wet the soil to minimize dust;

22 (ii) maintain a security fence and sensorily
23 monitor for unusual quantities of organic materials and unusual
24 odors. If any unusual quantities of organic materials or unusual
25 odors are sensorily detected, confirm with field instruments and
26 if the detected levels are above 10 parts per million total
27 hydrocarbons above background levels, cease work, cover, and
28 notify the Department of Health Services.

11. The parties further acknowledge that they have read this Stipulation or had it read to them, and know and understand the full contents and effect of it, and that they have been fully and independently advised by their counsel regarding the effect of this Stipulation and have authorized their respective counsel to sign this Stipulation on their behalf.

12. The Settling Defendants shall pay to the State Department of Health Services the sum of \$10,000.00. The parties further understand and agree that neither the payment of any sum of money nor the execution of this Stipulation shall constitute or be construed as an admission of any liability whatsoever by any party, for any purpose. Said sum will be submitted within thirty days following the signing of this Stipulation, to the State Department of Health Services, Office of Legal Services, 714 P Street, Sacramento, CA 95814.

13. Upon the payment of the \$10,000.00 by the Settling Defendants as specified in paragraph 12, and the execution and recording of the Easement and Covenant as specified in paragraph 1, the State will execute a dismissal with prejudice as to the

1 Settling Defendants.

2 JOHN K. VAN DE KAMP, Attorney General
3 of the State of California
4 CHARLTON G. HOLLAND
5 Assistant Attorney General
6 ANNE S. PRESSMAN,
7 Supervising Deputy Attorney General
8 BARBARA M. MOTZ,
9 ELIZABETH HONG,
10 Deputy Attorneys General

11 DATED: 6/2/86 By Elizabeth Hong
12 ELIZABETH HONG
13 Deputy Attorney General

14 Attorneys for Plaintiffs

15 DATED: 5-29-86 By Richard M. Koep
16 RICHARD KOEP

17 DATED: 5/23/86 By Martin Jaeger
18 MARTIN JAEGER
19 Attorneys for the Settling
20 Defendants

EASEMENT AND COVENANT

THIS EASEMENT AND COVENANT is made as of the date executed by the last signator to this Easement and Covenant between MARATHON CARTAGE ("Grantor") and the California Department of Health Services (hereinafter referred to as "Grantee").

DEFINITIONS

Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property.

Owner. "Owner" shall mean the Grantor or their heirs, assignees, or successors in interest who hold legal or beneficial title to all or any portion of the property.

Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold interest or other legal relationship to the right to occupy any portion of the Property.

RECITALS

1. The Grantor is the owner of certain real property commonly known as 12605 Marquardt Avenue, City of Santa Fe Springs, County of Los Angeles, State of California (hereinafter "Property" or "Servient Tenement") and described as follows:

That portion of the North half of the Northeast quarter of the Northwest quarter of section 16, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of california, as shown on Map made by Charles T. Healey, recorded in book 41819 Pages 141 et seq. of Official Records, in the office of the County Recorder of said County, bounded Easterly by the Westerly line of the

1 Easterly 15.00 feet of said Northwest quarter; bounded
2 Southerly by the Southerly line of said North half;
3 bounded Northwesterly by the Southeasterly line of the
4 land designated as Parcel No. 125 in final Decree of
5 condemnation, entered in Los Angeles County Superior
6 Court Case No. 703091, a certified copy of which was
7 recorded on March 11, 1959 as Instrument No. 3540 in
8 Book D 394 Page 782 of said Official Records and bounded
9 Northerly by the Southerly line and its Westerly
10 prolongation of the land designated as Parcel 312 in
11 Final Decree of Condemnation entered in Los Angeles
12 County Superior Court Case No. 709354 a certified copy
13 of which was recorded on March 11, 1959 as Instrument
14 No. 3532 in Book D 394 Page 733 of Official Records of
15 said County.

16 2. The conditions on the Property have been the subject of
17 a lawsuit, People v. Stankevich, et al., Los Angeles Superior
18 Court No. C365979.

19 3. The Grantee is concerned that certain material in the
20 soil and/or subsoil may cause a threat to the health and safety
21 of the surrounding community.

22 4. The Grantee has determined by samples that the soil
23 is not a hazardous waste pursuant to the regulations for
24 regulating hazardous waste streams. (Title 22, Cal. Admin. Code,
25 Ch. 30, Art. 11.).

26 5. In settlement of the lawsuit against the Grantor, the
27 Grantor hereby grants to the Grantee the hereinafter described
28 Easement and Covenant.

MARTIN JAEGER
A PROFESSIONAL LAW CORPORATION
SUITE 10324 BALBOA LEVARD
GRANADA HILLS, CALIFORNIA 91344
TELEPHONE 368-0399

EASEMENT AND COVENANT

1. For valuable consideration, Grantor hereby grants to Grantee an Easement and Covenant as hereinafter described.

CHARACTER OF EASEMENT AND COVENANT

2. The easement granted herein is granted as an easement in gross to the California Department of Health Services, or any successor agency. The covenant granted herein is granted as a restrictive covenant to the California Department of Health Services, or any successor agency.

DESCRIPTION OF EASEMENT AND COVENANT

3. The easement granted herein is a limitation on the use of the property as follows:

A. None of the following shall occur on the property:

1) Construction or placement of a building or structure on the land which is intended for use or used as any of the following or the new use of an existing structure for the purpose of serving any of the following:

a) A residence, including any mobile home or factory built housing, constructed, installed or converted for use as permanently occupied human habitation;

b) A hospital for humans;

c) A school for persons under 21 years of age; or

d) A day care center for children.

2) Excavation or removal of soil or geological material from the site without prior approval of the Department of Health Services or its successor agency.

1 Said approval shall be based upon applicable, then
2 current hazardous waste laws.

3 B. Only construction or placement of a building or
4 structure on the land which is intended for use and is used as a
5 commercial or industrial facility is permitted.

6 C. A clay barrier of at least six (6) inches in
7 thickness which has been certified by a registered, professional
8 engineer as having a permeability of 10^{-7} cm/seconds or less, or a
9 barrier of equivalent permeability shall be maintained at all
10 times on that portion of the Property defined in Attachments (5)
11 and (6) to this Easement and Covenant, for the purpose of
12 preventing standing surface water accumulation on any surface or
13 water percolation through the cap. Any changes in the barrier
14 require prior approval of the Department of Health Services or
15 its successor agency.

16 SECONDARY EASEMENTS

17 4. The easement granted herein includes the following
18 incidental rights.

19 A. Right of Entry. Upon reasonable notice, agents,
20 representatives, and employees of the Grantee or its
21 successor agencies shall have the right to enter onto
22 the Property at any time to inspect for any hazardous
23 conditions or violations of this Easement and to
24 sample the soil, subsoil, air or water on the
25 Property;

26 B. Notices. (1) The Owner(s) shall provide thirty
27 (30) days prior notice to the California Department of
28 Health Services or its successor agency of the Owner(s)

1 termination of its/their interest in the Property. The
2 California Department of Health Services, or its
3 successor agency shall not have authority to approve,
4 disapprove or otherwise affect any sale, leases, or
5 other conveyance of the Property, except as other-
6 wise provided by law or by reason of this Easement.

7 (2) The Owner(s), shall provide thirty (30) days
8 prior notice to the California Department of Health
9 Services, or its successor agency, of any proposed
10 excavation, material disturbance or removal of soil
11 or geologic material from the Property.

12 (3) All lease, sublease or rental agreements
13 relating to the Property shall inform the lessee/
14 tenant that the Property is subject to an easement.
15 Further, such lease, sublease, or rental agreement
16 shall specifically inform the lessee/tenant that
17 pursuant to such easement:

18 a) None of the following shall occur on the Pro-
19 perty:

20
21 (i) Construction or placement of a
22 building or structure on the land which is intended for use
23 or used as any of the following or the new use of an
24 existing structure for the purpose of serving any of
25 the following:

26 aa) a residence, including any
27 home or factory built housing, constructed,
28 installed or converted for use a permanently

1 occupied human habitation;

2 bb) A hospital for humans;

3 cc) A school for persons under 21
4 years of age; or

5 dd) A day care center for children.

6 (ii) Evacuation or removal of soil or
7 geological material from the site without prior approval
8 of the Department of Health Services or its successor
9 agency. Said approval shall be based upon applicable,
10 then current hazardous waste laws.

11 b) Only construction or placement
12 of a building or structure on the land which is intended
13 for use and/or used as a commercial or industrial
14 facility is permitted.

15 TERM OF EASEMENT AND COVENANT

16 5. Unless terminated in accordance with paragraph 6 below,
17 this Easement and Covenant shall continue in perpetuity and shall
18 be binding upon all owners of the land, their heirs, successors
19 and assignees and the agents, employees, and lessees of these
20 owners, heirs, successors, and assignees. This Easement and
21 Covenant shall run with the land as provided in Health and Safety
22 Code section 25202.5(a).

23 6. Any Owner of the Property or a portion thereof, may
24 apply to the California Department of Health Services or its
25 successors agency, for a termination of this Easement and
26 Covenant or variance from its provisions as they apply to all of
27 any portion of the Property. Such application shall be made in
28 accordance with section 25202.6 of the California Health and

1 Safety Code or any provision of law which amends or supersedes
2 such section.

3 ENFORCEMENT

4 7. The Easement and Covenant shall be enforceable by the
5 Department pursuant to Division 20, ch. 6.5, art. 8 of the Health
6 and Safety Code. It is recognized that the breach of this
7 Easement and Covenant will cause great and irreparable hardships.
8 Should any breach occur, the parties agree that the non-breaching
9 party is entitled to obtain preliminary and permanent injunctive
10 relief against the breaching Owner.

11 8. Failure of any breaching Owner to comply with any of
12 the requirements set forth in paragraph 3.A or B above, shall be
13 grounds for the California Department of Health Services, or its
14 successor agency, by reason of this Easement and Covenant to have
15 the authority to require modification or removal of any such
16 improvements and to assess any civil penalty provided for in
17 Health and Safety Code, Section 25100 et seq., including section
18 25196 or any provision of law which amends or supersedes these
19 Sections against such breaching Owner.

20 9. Notwithstanding the provisions of paragraphs 7 and 8
21 above, the remedies provided herein are intended to be cumulative
22 and not exclusive. Failure of the breaching Owner, his personal
23 representatives, heirs, successors and assigns to comply with any
24 provision of this Easement and Covenant shall entitle the Grantee
25 to all legal remedies available, including but not limited to,
26 those provided in Article 8 of Chapter 6.5 of Division 20 of the
27 Health and Safety Code (commencing at section 25180) or any
28 provision of law which amends or supersedes such Article.

1 10. Nothing in these enforcement provisions is intended to
2 bind a former Owner or Occupant unless the breach occurred during
3 their ownership or occupancy.

4 These enforcement provisions are intended to apply to Owners
5 or Occupants who become Owners or Occupants while a continuing
6 breach existed or who became Owners or Occupants when a breach
7 occurred.

8 GENERAL PROVISIONS

9 11. This Easement and Covenant contains the entire
10 agreement between the parties relating to the rights granted and
11 the obligations assumed herein. Any representations or
12 modifications concerning this Easement and Covenant shall be of
13 no force and effect unless in writing and signed by the parties
14 hereto.

15 12. If any portion of the Easement and Covenant set forth
16 herein or terms hereof is determined to be invalid for any
17 reasons, the remaining portion shall remain in full force and
18 effect as if such invalid portion has not been included herein.

19 13. No Dedication Intended. Nothing set forth herein shall
20 be construed to be a gift or dedication or offer of a gift or
21 dedication of the Property or any portion thereof to the general
22 public or for any purpose whatsoever.

23 14. Notices. Whenever any person shall desire to give or
24 serve any notice, demand or other communication, it shall be in
25 writing and shall be deemed effective (1) when delivered, if
26 personally delivered to the person being served or to an officer
27 of a corporate party being served or to an officer of a corporate
28 party being served or official of a government agency being

served, or (2) three business days after deposit in the mail, if mailed by United States mail, postage prepaid:

A. To: Bill G. Boyer, Judy Boyer and
Marathon Cartage
11621 Los Nietos
Santa Fe Springs, CA

B. To any occupant or subsequent owner at
the property address

C. To: The Director, California Department
of Health Services
714 P Street
Sacramento, CA 95814

15. Prior Approval. At any time the prior approval of the Department of Health Services or its successor agency is required, the Grantor shall send written notice to the Grantee. Grantee shall then have thirty (30) days to disapprove the submittal. If the Grantee has failed to disapprove within thirty (30) days, then the submittal shall be deemed approved.

16. Article Headings. Headings at the beginning of each numbered article of this Easement and Covenant are solely for the convenience of the parties and are not a part of this easement.

EXECUTED BY:

GRANTEE:

CALIFORNIA DEPARTMENT OF HEALTH
SERVICES

DATED: JUN 17 1986

By Original Signed By
Kenneth W. Kizer, M.D., M.P.H.
KENNETH W. KIZER
Director

GRANTOR:

DATED: 5-29-86

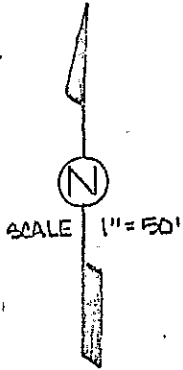
MARATHON CARTAGE

By Bill G. Boyer
BILL G. BOYER, President

EXHIBIT "A" ATTACHMENT 1

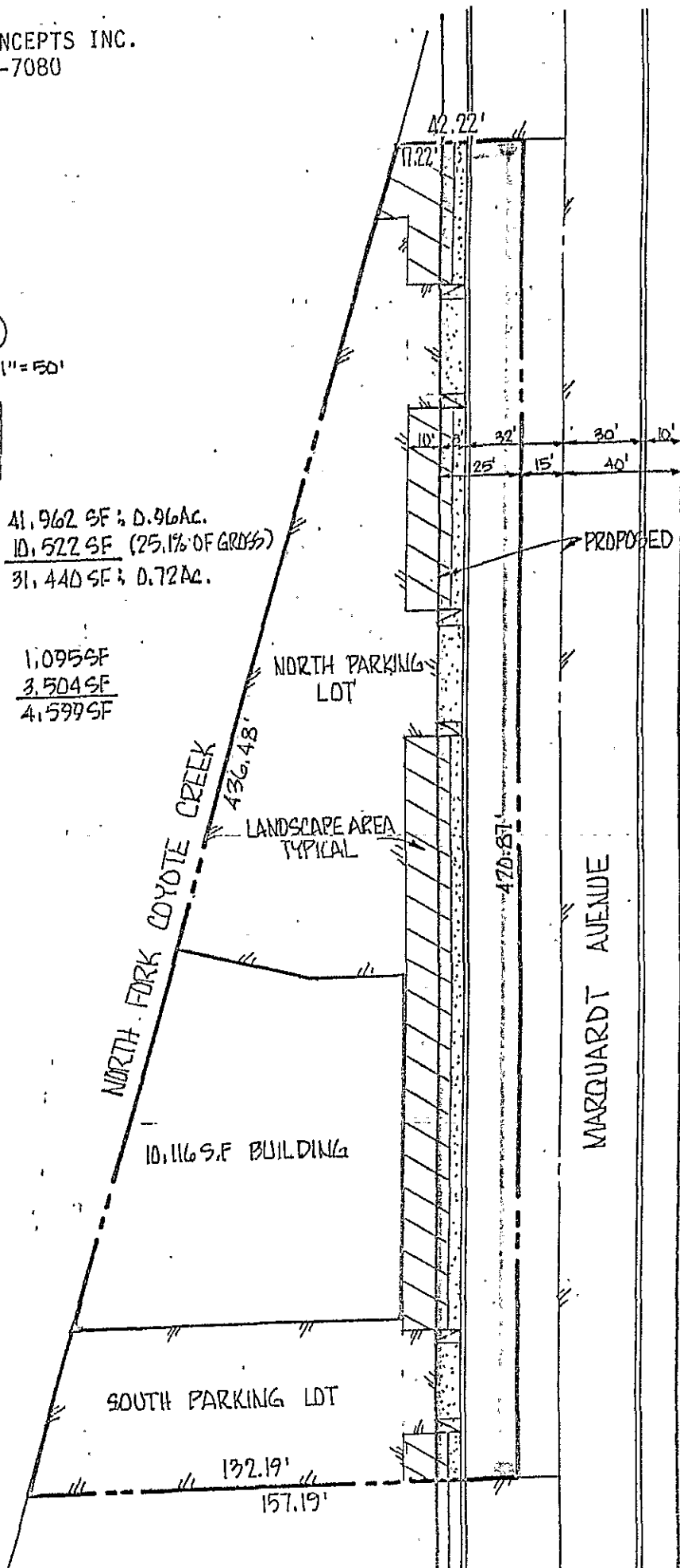
LAND CONCEPTS INC.
213 921-7080

JN 85-004.05
MARATHON CARATAGE
10-3-85



GROSS SITE AREA 41,962 SF ± 0.96 AC.
STREET DEDICATION 10,522 SF (25.1% OF GROSS)
NET SITE AREA 31,440 SF ± 0.72 AC.

LANDSCAPE AREA:
W/IN STREET ROW 1,095 SF
ONSITE 3,504 SF
TOTAL 4,599 SF



ORIGINAL PARCEL = PINK + BLUE
STREET DEDICATION = BLUE
FINAL PARCEL = PINK



Planning • Subdivisions • Engineering • Surveying • Construction Management • Construction

JN 85-004.00
Marathon Cartage
12-12-85

ORIGINAL PARCEL = PINK + BLUE
LEGAL DESCRIPTION OF SUBJECT PROPERTY

That portion of the north half of the Northeast quarter of the Northwest quarter of Section 16, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map made by Charles T. Healey, recorded in Book 41819, pages 141 et. seq. of Official Records, in the office of the County Recorder of said County, bounded easterly by the westerly line of the easterly 15.00 feet of said Northwest quarter; bounded northwesterly by the southeasterly line of land designated as Parcel No. 125 in the Final Decree of Condemnation, entered in Los Angeles County Superior Case No. 703091, a certified copy of which was recorded on March 11, 1959 as Instrument No. 3540 in Book D-394, page 782 of Official Records and bounded northerly by the southerly line and its westerly prolongation of the land designated as Parcel 312 in the Final Decree of Condemnation, entered in Los Angeles County Superior Court Case No 709354 a Certified copy of which was recorded on March 11, 1959 as Instrument No 3532 in Book D-394, page 733 of Official Records of said County.



JN 85-004.05
Marathon Cartage
12-12-85

STREET DEDICATION = BLUE
LEGAL DESCRIPTION OF SUBJECT PROPERTY

That portion of the north half of the Northeast quarter of the Northwest quarter of Section 16, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map made by Charles T. Healey, recorded in Book 41819, pages 141 et. seq. of Official Records, in the office of the County Recorder of said County, bounded easterly by the westerly line of the easterly 15.00 feet of said Northwest quarter; bounded westerly by the westerly line of the easterly 40.00 feet of said Northwest quarter and bounded northerly by the southerly line and its westerly prolongation of the land designated as Parcel 312 in the Final Decree of Condemnation, entered in Los Angeles County Superior Court Case No 709354 a Certified copy of which was recorded on March 11, 1959 as Instrument No 3532 in Book D-394, page 733 of Official Records of said County.



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JN 85-004.00
Marathon Cartage
12-12-85

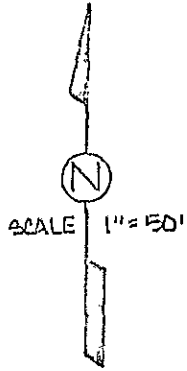
FINAL PARCEL = PINK
LEGAL DESCRIPTION OF SUBJECT PROPERTY

That portion of the north half of the Northeast quarter of the Northwest quarter of Section 16, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map made by Charles T. Healey, recorded in Book 41819, pages 141 et. seq. of Official Records, in the office of the County Recorder of said County, bounded easterly by westerly line of the easterly 40.00 feet of said Northwest quarter; bounded northwesterly by the southeasterly line of land designated as Parcel No. 125 in the Final Decree of Condemnation, entered in Los Angeles County Superior Case No. 703091, a certified copy of which was recorded on March 11, 1959 as Instrument No. 3540 in Book D-394, page 782 of Official Records and bounded northerly by the southerly line and its westerly prolongation of the land designated as Parcel 312 in the Final Decree of Condemnation, entered in Los Angeles County Superior Court Case No. 709354 a Certified copy of which was recorded on March 11, 1959 as Instrument No 3532 in Book D-394, page 733 of Official Records of said County.

EXHIBIT "A" ATTACHMENT 5

LAND CONCEPTS INC.
213 921-7080

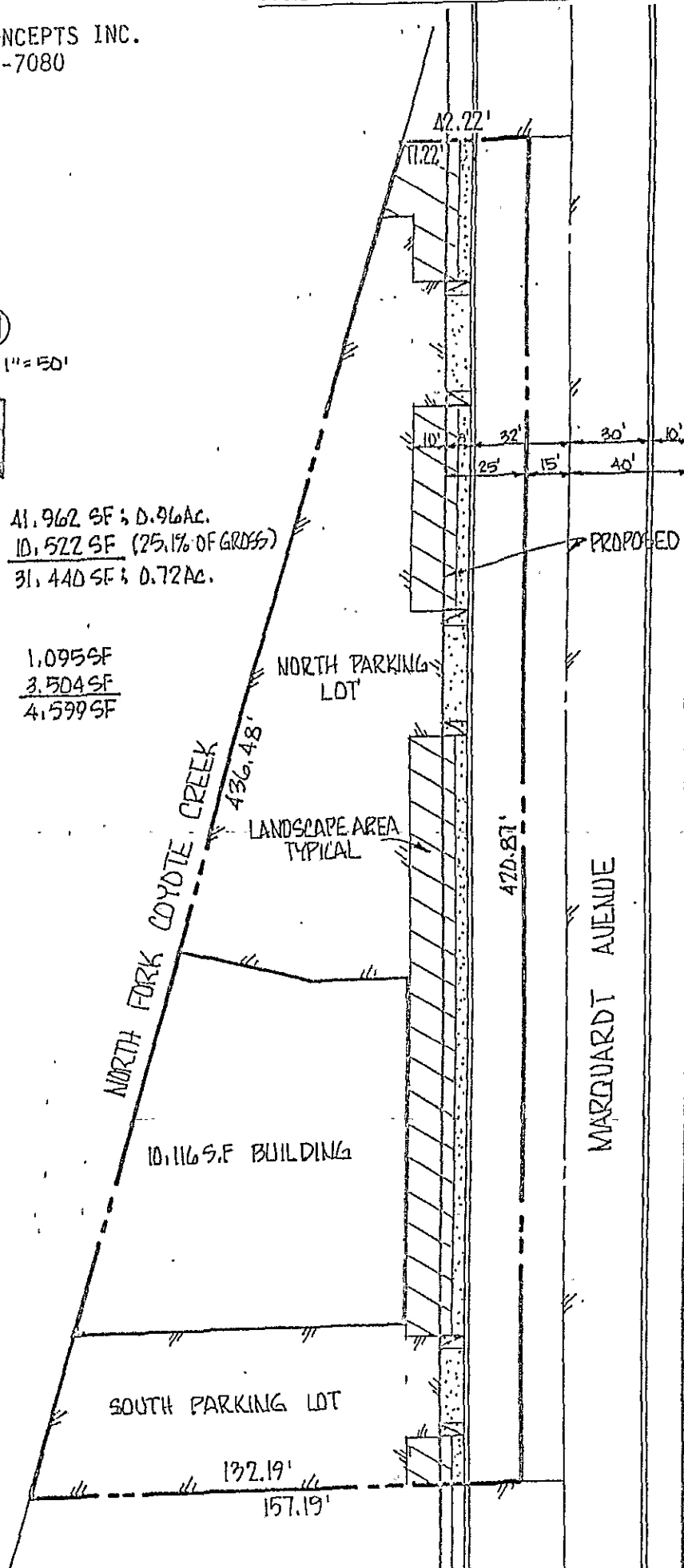
JN 85-004.05
MARATHON CARATAGE
10-3-85



AREA WITHIN THE YELLOW
BOARDER IS THE CLAY CAP AREA

GROSS SITE AREA 41,962 SF ; 0.96 AC.
STREET DEDICATION 10,522 SF (25.1% OF GROSS)
NET SITE AREA 31,440 SF ; 0.72 AC.

LANDSCAPE AREA:
W/IN STREET ROW 1,095 SF
ONSITE 3,504 SF
TOTAL 4,599 SF



MARGUARDT AVENUE

PROPOSED IMPROVEMENTS

NORTH PARKING LOT

10,116 S.F. BUILDING

SOUTH PARKING LOT

NORTH FORK COYOTE CREEK

LANDSCAPE AREA
TYPICAL



Planning • Subdivisions • Engineering • Surveying • Construction Management • Construction

JN 85-004.00
Marathon Cartage
12-12-85

CLAY CAP AREA - AREA WITHIN YELLOW BORDER
LEGAL DESCRIPTION OF SUBJECT PROPERTY

That portion of the north half of the Northeast quarter of the Northwest quarter of Section 16, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map made by Charles T. Healey, recorded in Book 41819, pages 141 et. seq. of Official Records, in the office of the County Recorder of said County, bounded easterly by westerly line of the easterly 50.00 feet of said Northwest quarter; bounded northwesterly by the southeasterly line of land designated as Parcel No. 125 in the Final Decree of Condemnation, entered in Los Angeles County Superior Case No. 703091, a certified copy of which was recorded on March 11, 1959 as Instrument No. 3540 in Book D-394, page 782 of Official Records and bounded northerly by the southerly line and its westerly prolongation of the land designated as Parcel 312 in the Final Decree of Condemnation, entered in Los Angeles County Superior Court Case No 709354 a Certified copy of which was recorded on March 11, 1959 as Instrument No 3532 in Book D-394, page 733 of Official Records of said County.